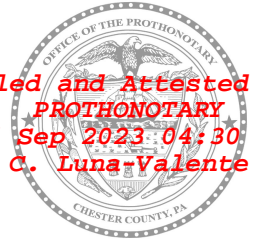


EXHIBIT 1

MICHAEL G. LOUIS, ESQUIRE
ATTORNEY I.D. NO. 32202
FELIX S. YELIN, ESQUIRE
ATTORNEY I.D. NO. 308784
MacELREE HARVEY, LTD002E
17 W. Miner Street
P.O. Box 660
West Chester, PA 19381-0660
(610) 436-0100

ATTORNEYS FOR PLAINTIFFS

Filed and Attested by
PROTHONOTARY
06 Sep 2023 04:30 PM
C. Luna-Valente



CLIFTON MASON, SHERRIAH MASON, and FLORENCE MASON 523 E. Chestnut Street Coatesville, PA 19320 Plaintiffs,	:	IN THE COURT OF COMMON PLEAS
	:	
	:	
	:	CHESTER COUNTY, PENNSYLVANIA
	:	
vs.	:	CIVIL ACTION – LAW
	:	
	:	NO.
AMERICAN WATER RESOURCES, LLC 1000 Bishops Gate Blvd., Suite 301 Mt. Laurel Township, NJ 08054 Defendant.	:	

NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CAN NOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

LAWYER REFERENCE AND INFORMATION SERVICE
Chester County Bar Association
15 W. Gay Street
West Chester, PA 19380
(610) 429-1500

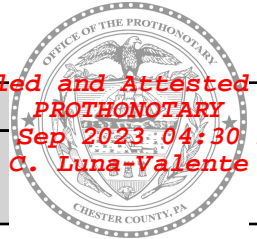
Supreme Court of Pennsylvania
Court of Common Pleas
Civil Cover Sheet
CHESTER County

For Prothonotary Use Only:

Docket No:

2023-06619-CT

Filed and Attested by
PROTHONOTARY
06 Sep 2023 04:30 PM
C. Luna-Valente



The information collected on this form is used solely for court administration purposes. This form does not supplement or replace the filing and service of pleadings or other papers as required by law or rules of court.

S E C T I O N B	Commencement of Action		
	<input checked="" type="checkbox"/> Complaint <input type="checkbox"/> Writ of Summons <input type="checkbox"/> Petition <input type="checkbox"/> Transfer from Another Jurisdiction <input type="checkbox"/> Declaration of Taking		
	Lead Plaintiff's Name: CLIFTON MASON	Lead Defendant's Name: AMERICAN WATER RESOURCES LLC	
	Are money damages requested? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Dollar Amount Requested: <input type="checkbox"/> Within arbitration limits (check one) <input checked="" type="checkbox"/> outside arbitration limits	
	Is this a Class Action Suit? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Is this an MDJ Appeal? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	Name of Plaintiff/Appellant's Attorney: Felix S Yelin		
	Check here if you have no attorney(are a Self-Represented [Pro Se] Litigant)		
S E C T I O N B	Nature of the Case: Place "X" to the left of the ONE case category that most accurately describes your PRIMARY CASE . If you are making more than one type of claim, check the one that you consider most important.		
	TORT (do not include Mass Tort) <input type="checkbox"/> Intentional <input type="checkbox"/> Malicious Prosecution <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Nuisance <input type="checkbox"/> Premises Liability <input type="checkbox"/> Product Liability(does not include mass tort) <input type="checkbox"/> Slander/Libel/Defamation <input type="checkbox"/> Other:	CONTRACT (do not include Judgments) <input type="checkbox"/> Buyer Plaintiff <input type="checkbox"/> Debt Collection: Credit Card <input type="checkbox"/> Debt Collection: Other <input type="checkbox"/> Employment Dispute: <input type="checkbox"/> Discrimination <input type="checkbox"/> Employment Dispute: Other <input checked="" type="checkbox"/> Other	CIVIL APPEALS <input type="checkbox"/> Administrative Agencies <input type="checkbox"/> Board of Assessment <input type="checkbox"/> Board of Elections <input type="checkbox"/> Dept. of Transportation <input type="checkbox"/> Statutory Appeal: Other <input type="checkbox"/> Zoning Board <input type="checkbox"/> Other:
	MASS TORT <input type="checkbox"/> Asbestos <input type="checkbox"/> Tobacco <input type="checkbox"/> Toxic Tort - DES <input type="checkbox"/> Toxic Tort - Implant <input type="checkbox"/> Toxic Waste <input type="checkbox"/> Other:	REAL PROPERTY <input type="checkbox"/> Ejectment <input type="checkbox"/> Eminent Domain/Condemnation <input type="checkbox"/> Ground Rent <input type="checkbox"/> Landlord/Tenant Dispute <input type="checkbox"/> Mortgage Foreclosure: Residential <input type="checkbox"/> Mortgage Foreclosure: Commercial <input type="checkbox"/> Partition <input type="checkbox"/> Quiet Title <input type="checkbox"/> Other:	MISCELLANEOUS <input type="checkbox"/> Common Law/Statutory Arbitration <input type="checkbox"/> Declaratory Judgement <input type="checkbox"/> Mandamus <input type="checkbox"/> Non-Domestic Relations <input type="checkbox"/> Restraining Order <input type="checkbox"/> Quo Warranto <input type="checkbox"/> Replevin <input type="checkbox"/> Other:
	PROFESSIONAL LIABILITY <input type="checkbox"/> Dental <input type="checkbox"/> Legal <input type="checkbox"/> Medical <input type="checkbox"/> Other Professional		

2023-06619-CT

Chester County
Court of Common Pleas
Cover Sheet

Docket No:

2023-06619-CT

Plaintiff(s): (Name, Address)

CLIFTON MASON

523 E CHESTNUT STREET COATESVILLE, PA 19320

SHERRIAH MASON

523 E. CHESTNUT ST COATESVILLE, PA 19320

FLORENCE MASON

523 E CHESTNUT ST COATESVILLE, PA 19320

Plaintiff's/Appellant's Attorney(circle one)

(Name, firm, address, telephone and attorney ID#)

Felix S Yelin

(610) 840-0273 MacElree Harvey attorney ID#: 308784

17 West Miner Street, West Chester, PA 19382, US

Defendant(s): (Name, Address)

AMERICAN WATER RESOURCES LLC

1000 BISHOPS GATE BLVD SUITE 301 MT. LAUREL

TOWNSHIP, NJ 08054

Are there any related cases? Please provide case nos.

Defendants who are proceeding without counsel are strongly urged to file with the Prothonotary a written statement of an address AND a telephone number at which they can be reached

Commencement of Action (if applicable): ☐ Agreement for an Amicable Action ☐ Motion to Confirm Arbitration Award
☐ Notice of Appeal

If this is an appeal from a Magisterial District Judgement, was appellant ☐ Plaintiff or ☐ Defendant in the original action?

Jury Trial Demanded ☒ Yes ☐ No

Nature of case if not on previous cover sheet - Please choose the most applicable

☐ Annulment☐ Custody - Conciliation Required☐ Custody - Foreign Order☐ Custody - No Conciliation Required☐ Divorce - Ancillary Relief Request☐ Divorce - No Ancillary Relief Requested☐ Foreign Divorce☐ Foreign Protection from Abuse☐ Paternity☐ Protection from Abuse☐ Standby Guardianship☐ Writ of Certiorari☐ Injunctive Relief☐ Mechanics Lien Claim☐ Issuance of Foreign Subpoena☐ Name Change☐ Petition for Structured Settlement**Arbitration Cases Only**

Arbitration Date

mm/dd/yyyy

Arbitration Time

hh:mm:ss

Defendants are cautioned that the scheduling of an arbitration date does not alter the duty of the defendant to respond to the complaint and does not prevent summary disposition form occurring prior to the arbitration date.

Notice of Trial Listing Date

Pursuant to C.C.R.C.P. 249.3, if this case is not subject to compulsory arbitration it will be presumed ready for trial twelve (12) months from the date of the initiation of the suit and will be placed on the trial list one (1) year from the date the suit was filled unless otherwise ordered by the Court.

2023-06619-CT

This matter will be heard by a Board of Arbitrators at the time and date specified but, if one or more of the parties is not present at the hearing, the matter may be heard at the same time and date before a judge of the court without the absent party or parties. There is no right to a trial *de novo* on appeal from a decision entered by a judge.

To obtain relief from automatic trial listing a party must proceed pursuant to C.C.R.C.P. 249.3(b), request an administrative conference and obtain a court order deferring the placement of the case on the trial list until a later date.

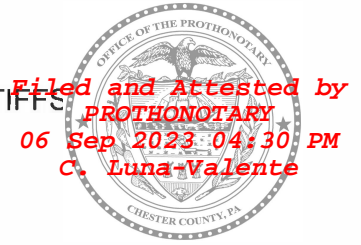
File with: Chester County Justice Center, Prothonotary Office, 201 W. Market St., Ste. 1425, PO Box 2746, West Chester, PA 19380-0989

These cover sheets must be served upon all other parties to the action immediately after filing.

Submit enough copies for service.

MICHAEL G. LOUIS, ESQUIRE
 ATTORNEY I.D. NO. 32202
 FELIX S. YELIN, ESQUIRE
 ATTORNEY I.D. NO. 308784
 MacELREE HARVEY, LTD002E
 17 W. Miner Street
 P.O. Box 660
 West Chester, PA 19381-0660
 (610) 436-0100

ATTORNEYS FOR PLAINTIFFS



CLIFTON MASON, SHERRIAH MASON, and FLORENCE MASON 523 E. Chestnut Street Coatesville, PA 19320 Plaintiffs,	: IN THE COURT OF COMMON PLEAS : : : : CHESTER COUNTY, PENNSYLVANIA : : CIVIL ACTION – LAW : : NO.
vs.	:
AMERICAN WATER RESOURCES, LLC 1000 Bishops Gate Blvd., Suite 301 Mt. Laurel Township, NJ 08054 Defendant.	: : : : :

COMPLAINT

Plaintiffs, Clifton Mason, Sherriah Mason, and Florence Mason (collectively “Plaintiffs” or “The Masons”), by and through their undersigned counsel, hereby file this Complaint against American Water Resources, LLC (“Defendant” or “AWR”). This is an action stemming from AWR’s fraudulent and deceptive practices in failing to honor and stand by their residential sewer and waterline homeowners’ warranty policy offered for sale to unsuspecting consumers. The Plaintiffs purchased, continuously paid for, and heavily relied on this AWR warranty when their home was afflicted with a sewer line clog and sewage backup. Despite AWR’s selected independent contractor making it clear that this issue should be covered under the terms and conditions of the warranty, AWR stalled, delayed, misled, and ultimately denied coverage to the Masons’ claim for this issue. Unfortunately, the Masons—as a result of not having sufficient financial resources—were forced to (and continue to) live for over a year in a half in an increasingly dangerous and hazardous home. Further, these horrendous conditions have deprived the Masons of any plumbing facilities and have outrageously forced them to drive miles

every single time they need to use the restroom since January 9, 2022. In support of their claims, the Masons aver as follows:

PARTIES

1. Plaintiffs, Clifton Mason, Sherriah Mason, and Florence Mason, are adult individuals collectively owning and/or residing at 523 E. Chestnut Street, Coatesville, Pennsylvania 19320 (the "Property").

2. Defendant, American Water Resources, LLC, is a New Jersey Limited Liability Company with a registered address at 1000 Bishops Gate Blvd., Suite 301, Mt. Laurel Township, NJ 08054.

VENUE AND JURISDICTION

3. This Court has jurisdiction in this matter pursuant to 42 Pa. C.S.A. § 931(a).

4. The Property is located in this County.

5. Venue is proper pursuant to 42 Pa. C.S.A. § 931(c) and Pa. R.C.P. 1006(a)(2), and/or Pa. R.C.P. 2179(a).

FACTUAL BACKGROUND

6. Plaintiffs purchased the Property on or around June 21, 2019 and have owned and resided in it at all relevant times.

7. Plaintiffs purchased Defendant AWR's "Combo Water Line and Sewer Line Protection Program" ("Warranty") on or around September 2019. A true and correct copy of this Warranty terms and conditions is attached as **Exhibit A**.

8. Plaintiffs paid \$17.50 every month for this Warranty through their water bill from September 2019 through all relevant times. The Warranty renewed and was in effect at all relevant times.

9. The Masons purchased the Warranty as a way to make a smart, monthly financial investment in order to protect themselves from potentially huge financial repairs in the future.

10. At the time of the Warranty's purchase, Defendant did not provide Plaintiffs with the Warranty's terms and conditions nor direct them to Defendant's website where the terms and conditions were apparently found.

11. In fact, Defendant did not directly provide Plaintiffs **any** terms and conditions until December 7, 2022, well over three years after the initial purchase of the Warranty. Amazingly, even then, Defendants provided the terms and conditions for a **different** warranty program that was not what Plaintiffs purchased.

Warranty Terms and Conditions

12. The Warranty's terms and conditions indicate that AWR's obligations under the Warranty "are backed by the full faith and credit of AWR." See Ex. A, ¶ 1.

13. The Warranty's terms and conditions state that AWR pays for covered repairs on or after the effective date of the Warranty. See Ex. A, ¶ 2.

14. AWR's Warranty pays for repairs where the homeowners own property for residential purposes and are responsible for maintaining the property's water, sewer, supply system, and drainage system. See Ex. A, ¶ 4.

15. The Warranty defines "sewer line" as the "lateral sewer service line from the vent stack that is closest to the point where [the homeowners'] sewer line enters [the] Home to the connection with (i) [the] sewer utility's main; (ii) [the] septic tank; (iii) a private sewer main or (iv) a trunk line" However, "sewer line" does not include "a private sewer main, a trunk line, a vent stack, [the] sewer main tap/saddle or [the] septic tank and its components and attachments." See Ex. A, ¶ 5(B).

16. Subject to the terms and conditions of the Warranty, AWR promises to "pay to repair leaks or breaks to [the Property's] Water Line or Supply System, leaks, breaks, clogs or blockages to [the] Sewer Line . . . if they: (1) occurred on or after the Effective Date; and (2) resulted from normal wear and usage." See Ex. A, ¶ 6.

17. The Warranty also has a \$10,000. per occurrence repair limit as it relates to the Sewer Protection, and a \$12,500.00 per occurrence repair limit as it relates to the Water Line. See Ex. A, ¶ 8.

18. The Warranty permits AWR to dispatch an approved independent contractor to a home to make repairs pursuant to the Warranty. See Ex. A, ¶ 10(B).

19. The Warranty states that “AWR’s goal is to give [the consumer] the best possible customer service.” See Ex. A, ¶ 28.

20. AWR advertises its Warranty on its website as giving “protection from the unexpected for your pipes inside and outside your home.” The Warranty is listed as protecting from, *inter alia*, blockages, “burst pipe due to normal wear and tear,” and “blocked or slow shower drains.” A true and correct printout of AWR’s website for the Warranty is attached hereto as **Exhibit B.**

Property Damage and Claims Process:

21. On or around January 9, 2022, a local snow storm cracked the Property’s sewer pipe underground and led to a backup of sewage entering the house.

22. Plaintiffs called Defendant to make a timely claim under the Warranty just two (2) days after the storm.

23. On or about January 12, 2022, Defendant sent plumbing specialists “Roto-Rooter” to the Property for inspection relating to Plaintiffs’ claim.

24. Roto-Rooter employees recorded a video of the damage, observed the flooding in the home from the basement, and informed Plaintiffs that the cracked sewer pipe would be covered by Defendant’s Warranty.

25. Roto-Rooter confirmed that Plaintiffs did not have working plumbing and sewer lines as a result of this storm damage.

26. Roto-Rooter quoted the repair at around \$30,000.00.

27. Not being satisfied with this initial inspection and estimate, Defendant sent other employees from Roto-Rooter to inspect the Property on February 12, 2022 and April 13, 2022.

28. During these inspections, the Roto-Rooter employees confirmed the issues with the sewer line. All the while, Plaintiffs were residing at the home without working plumbing and unable to use their restroom facilities.

29. The Roto-Rooter employees also spoke to an AWR representative in order to understand the delay in approving coverage of the claim.

30. In fact, Roto-Rooter agreed to lower Roto-Rooter's repair estimate from \$30,000.00 to \$25,000.00 in order to go below Defendant's coverage limit and ensure coverage. Further, the claims were split for the sewer (\$20,000.00) and the water line (\$5,000.00) and new claims numbers were generated for the now split claims.

31. However, Defendant still did not act pursuant to its obligations under the Warranty to cover the necessary repairs.

32. Rather, on or around May or June of 2022, Defendant sent **yet another** contractor, Transcend Plumbing, to inspect the Property.

33. At this time, Plaintiffs still did not have working plumbing within their home.

34. The Transcend Plumbing contractor only inspected one bathroom of the Property, and not the actual sewer line or other areas of damage.

35. Plaintiffs reported to Defendant that the Transcend Plumbing contractor was rude, aggressive, unprofessional, and not thorough in his inspection. Further, some of the Plaintiffs felt threatened by the inspector who came on to the Property.

36. Plaintiffs learned from Defendant's own customer service representatives that the Transcend Plumbing contractor had been reported before for unprofessional and outlandish behavior.

37. Upon information and belief, Transcend Plumbing contractor was sent to the Property for the sole purpose of denying Plaintiffs' claim under the Warranty.

38. During the Spring and Summer of 2022, Plaintiffs continued to not have working plumbing or sewer lines. They were forced to drive to the nearest public bathroom a few miles away any time any of them needed to use the facilities. This occurs many times a day!

39. Unfortunately, Plaintiffs did not and do not have the financial resources to move out of the Property or install portable/mobile toilets on or around the Property.

40. During this time, multiple telephone agents of Defendant verbally confirmed to Plaintiffs that their claim was approved pursuant to the Warranty.

41. On or around June 28, 2022, Roto-Rooter further reduced its repair estimate to \$20,000.00 and said it was ready and able to perform the repairs at the Property.

42. Plaintiffs wanted Roto-Rooter to do the repairs and fix the worsening situation at their home. Plaintiffs knew they had to book Roto-Rooter soon in order to reserve time in Roto-Rooter's busy calendar.

43. In early-to-middle July 2022, additional telephone agents of Defendant confirmed that the Masons' were approved for \$20,000.00 in repairs.

44. Some of the agents said that the delay in formal approval involved waiting for Defendant's contracting department to give the "final approval."

45. One of the agents put the Plaintiffs' claims into "high priority" status to ensure it was processed quicker.

46. Plaintiffs continued to hang their hope on AWR issuing the final approval and finally repairing the horrific living conditions they were experiencing at their home.

47. However, progress stalled for months, despite Plaintiffs making numerous calls to Defendant during the Summer and Fall of 2022.

48. At some point, AWR rejected its own contractor Roto-Rooter's proposal and failed to provide any explanation despite numerous inquiries from Plaintiffs. A true and correct copy of August 2022 emails from Masons to AWR is attached as **Exhibit C**.

49. By this point, whenever Plaintiffs called, Defendant's agents would hang up on Plaintiffs or keep Plaintiffs on hold indefinitely.

50. Throughout this time, Plaintiffs still did not have working plumbing or sewer lines.

51. In early November 2022, Plaintiff Clifford Mason wrote a negative review about the Masons' experience with Defendant on the consumer rating website "Yelp."

52. This prompted a response from Mr. Cortez Hamilton, a manager at AWR.

53. Mr. Hamilton apologized and explained verbally that Roto-Rooter's estimate was not trusted internally by Defendant because their quote was so close to the Warranty's coverage cap.

54. In short, Mr. Hamilton admitted that Defendant was upset with Roto-Rooter because they would not provide a narrative that would lead to a denial to the claim.

55. On or around November 18, 2022, Defendant then sent out a third contractor to inspect the Property—Drainmen Plumbing.

56. The ambiguous Drainmen Plumbing's invoice and report did confirm that Plaintiffs have no use of the kitchen sink, first floor bathroom, or second floor bathrooms. The report also stated there were issues with the stack and issues with the condition of the pipe without elaborating further or explaining what these "issues" were. A true and correct copy of the Drainmen Plumbing invoice and report is attached hereto as **Exhibit D**.

57. Defendant formally denied payment for the claims on December 7, 2022 and rejected a proposal from Roto Rooter to fix the Property. A true and correct copy of the 12/07/2022 email from AWR to F. Mason is attached hereto as **Exhibit E**.

58. The December 7th denial **finally** attached the sewer coverage terms and conditions.

59. However, this attachment was for a policy differing from the Combo Warranty Policy that the Plaintiff had purchased. Instead, Defendant attached a different "Sewer Line Protection Terms" document. See Ex. E (indicating what was attached).

60. Within the incorrect attachment of terms and conditions (for a different type of policy), Defendant “highlighted” the reason for the denial without further explanation (while offering a phone number to discuss further). The above-referenced Drainmen invoice was also attached. See Ex. E.

61. Plaintiffs filed a timely appeal as permitted by AWR’s Warranty procedures on or around January 3, 2023. See Ex. E. The appeal has not been resolved to date.

62. AWR never formally responded to the appeal.

63. Plaintiffs had difficulty obtaining the reasoning for the proposal rejection and had difficulty getting clear communications from Defendant for months.

64. Mr. Cortez, AWR’s claims representative, did briefly communicate with Plaintiffs on or around February 1-3, 2023. A true and correct copies of the 02/01/2023 emails between AWR and the Masons is attached hereto as **Exhibit F.**

65. Mr. Cortez claimed the Property’s issue was with the “stack” and this was not covered under the Warranty’s terms and conditions. See Ex. F, 02/01/2023, 2:35 PM.

66. Despite multiple requests, AWR failed to provide Plaintiffs their claims file. Further, Plaintiffs were not permitted to review what Roto-Rooter had sent to Defendant despite requesting this information.

67. The Masons have also requested copies of the recorded audio from their conversations with Defendant’s representations that would have established that AWR had initially approved the Masons’ claims. However, Defendant refused to provide these files and only stated that the recorded calls could be “reviewed” by calling the call center and listening to them during that call. See Ex. F, 02/01/2023, 2:06 PM and 2:35 PM.

68. Further, Mr. Cortez acknowledged that the Masons informed AWR that they did not have the Warranty’s terms and conditions. Mr. Cortez forwarded them the terms and conditions on February 1, 2023. See Ex. F, 02/01/2023, 1:56 PM.

69. At some point, Mr. Hamilton terminated any further conversations via email, despite Plaintiffs repeatedly expressing a preference for email communication to ensure the conversations were preserved. See Ex. F, 02/01/2023, 4:36 PM and 8:36 PM.

70. On or around April 2023, Mr. Cortez—AWR's representative—verbally admitted to Plaintiffs that AWR had questioned their first contractor Roto-Rooter's estimate because it was right around the coverage limit.

71. Further, Mr. Cortez admitted that AWR was upset at Roto-Rooter for not initially providing the basis to reject the claim. AWR questioned Roto-Rooter's integrity as a result.

72. Upon information and belief, AWR never had any intention of honoring its legal obligations under the terms and conditions of the Warranty.

Damage to Property:

73. Plaintiffs have not had working plumbing in their homes since January 2022, requiring them to drive to a nearby WAWA public restroom which is three or four miles away. This has to be done multiple times a day (i.e., six to eight times daily).

74. Since January 2022, water has consistently leaked onto and into the Property, causing extensive damage to the wood within the home.

75. While the Plaintiffs are able to use the tub in the home, their lack of plumbing requires dumping the water outside after a shower.

76. When the tub runs, the water drips and destroys the ceiling wood on the Property.

77. The home's floors have water damage.

78. Sewage has entered the basement of home and created dangerous and toxic conditions.

79. Plaintiffs have experienced severe mental stress and health issues as a result of these dangerous conditions and prolonged exposure.

80. Plaintiffs do not have the financial resources to mitigate and/or remedy these conditions and do not have the ability to find alternative housing.

COUNT I: VIOLATIONS OF THE PENNSYLVANIA UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION LAW, 73 P.S. § 201-1, et seq.

81. Plaintiffs hereby incorporate the averments of the previous paragraphs as if set forth herein and at length.

82. The Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 P.S. § 201-1, et seq. ("UTCPL"), provides for a private right of action for anyone who suffers any ascertainable loss of money or property as a result of any method, act, or practice deemed unlawful by the UTCPL.

83. Defendant engaged in advertising that expressly and implicitly conveyed that AWR would pay for consumer homeowners' broken and clogged sewer and water lines.

84. Plaintiffs were and are consumers who engaged with Defendant's services for their personal, family, and household purposes, specifically to financially protect themselves from repairs which Plaintiffs would not be able to afford. See 73 P.S. § 201-9.2(a).

85. Plaintiff has lost the enjoyment of his Property due to repairs having not been made to their Property as a result of AWR not honoring its Warranty and covering its claim. See 73 P.S. § 201-9.2(a).

86. Specifically, the plumbing in the bathroom does not work, forcing Plaintiffs to drive three miles to a convenience store every time they need a restroom. Moreover, the shower does not drain, causing a great deal of water damage.

87. Ultimately, this loss was a result of Defendant's unfair or deceptive acts or practices. See 73 P.S. § 201-2(4).

88. Defendant's overarching deceptive, fraudulent purpose, as essentially admitted by its representative, was to find a way to deny Plaintiffs' claim under the Warranty and not cover the cost of the repairs.

89. Defendant engaged in unfair or deceptive acts when it prolonged the claims handling and sent three (3) different companies to inspect the Property over a prolonged course of time (while knowing that Plaintiff was without working plumbing) for the sole purpose of finding a contractor that would lay the foundation to deny Plaintiffs' claims. One of these contractors did not even properly inspect the Property and was extremely unprofessional.

90. Defendant engaged in unfair or deceptive acts when it admitted that it did not trust the independent contractor's inspection reports when the reports estimated a repair cost too close to the coverage repair limit.

91. Defendant engaged in unfair or deceptive acts or practices when it failed to comply with the express and implied terms of its written terms and conditions of the Warranty, including:

- a. Failing to cover the repairs to the sewer line despite AWR's initially selected independent contractor confirming repairs should be covered; and
- b. Failing to effectively and timely communicate with Plaintiffs about Plaintiffs' claims for repair despite having a goal of providing consumers "the best possible customer service."

92. Defendant's lack of communication showed a knowing and/or reckless disregard for the proper execution of the Warranty.

93. Defendant's lack of communication showed a knowing and/or reckless disregard for the conditions the Plaintiffs were and are forced to endure in their home due to Defendant's delay and obstruction in fulfilling its duties under the Warranty's terms and conditions.

94. Defendant falsely advertised and/or represented the quality of the Warranty Plaintiffs purchased as one that would provide coverage protection for the type of property damage that Plaintiffs experienced at the Property.

95. Defendant advertised its commercial product as providing home owners beneficial services despite no intent to sell the Warranty as advertised.

96. Defendant failed to even properly provide the correct warranty program terms and conditions to Plaintiffs, thereby calling into question whether the investigation of Plaintiffs' claims was even properly conducted in good faith.

97. The Unfair Trade Practices and Consumer Protection Law, 73 P.S. §201-2(4) defines as an unfair method of competition and unfair or deceptive act or practice the following:

- (ix) Advertising goods or services with intent not to sell them as advertised...;
- (xiv) Failing to comply with the terms of any written guaranty or warranty given to the buyer at, prior to or after a contract for the purchase of goods or services is made; ...
- (xxi) Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

98. Defendant violated all of these provisions of the Unfair Trade Practices Act and therefore engaged in unfair methods of competition.

99. Pursuant to Section 201-9.2 of the Act, plaintiffs have the right: "to recover actual damages or \$100.00, whichever is greater. The Court may, in its discretion, award up to three times the actual damages sustained, but not less than \$100.00, and may provide such additional relief as it deems necessary or proper. The Court may award to the plaintiff, in addition to other relief provided in this section, costs and reasonable attorney fees."

WHEREFORE, Plaintiffs respectfully request that judgment be entered against the Defendant for:

- a. An award of compensatory damages in an amount in excess of the jurisdictional amount;
- b. An award of consequential damages and/or incidental damages to the extent permitted by the law;
- c. Plaintiff's reasonable attorneys' fees, expenses and costs to the extent permitted by the law;
- d. Pre and post-judgment interest to the extent permitted by law;
- e. Treble damages; and
- f. Such other relief as this Court deems just and proper.

COUNT II: BREACH OF CONTRACT

100. Plaintiffs hereby incorporate the averments of the previous paragraphs as if set forth herein and at length.

101. The Warranty between Plaintiffs and Defendant is a valid and enforceable contract under Pennsylvania law.

102. Plaintiffs have complied with all of his obligations under the Agreement by paying to Defendant a monthly fee from September 2019 through the present, as well as properly reporting their claim in a timely fashion.

103. Defendant had a legal obligation under the Warranty's terms and conditions to cover the necessary costs to repair the Plaintiffs' property from this event.

104. Defendant has materially breached the Warranty as described herein by:

- a. Failing to cover the costs of repairing Plaintiff's sewer line despite the terms and conditions of the Warranty requiring coverage; and
- b. Prolonging the claims process for the repair and failing to communicate in a timely manner.

105. Plaintiffs have suffered damages as a result of Defendant's failure to fulfill its contractual duties. Plaintiffs have been unable to use the bathroom of their home since January 9, 2022.

106. Plaintiffs' Property has damage from leaking water and sewer pipes. Plaintiffs are experiencing severe physical and emotional effects from not having working plumbing as well as toxic sewage seeping into the Property.

107. Plaintiff's damages are a direct and proximate result of Defendant's breach of the terms of the Warranty.

108. The Property has suffered extensive, additional, consequential and/or incidental damages due to Defendant's breach of its obligations under the Warranty and failure to cover the costs of repairs.

WHEREFORE, Plaintiffs respectfully request that judgment be entered against the Defendant for:

- a. An award of compensatory damages in an amount in excess of the jurisdictional amount;
- b. An award of consequential damages and/or incidental damages to the extent permitted by the law;
- c. Pre and post-judgment interest to the extent permitted by law; and
- d. Such other relief as this Court deems just and proper.

COUNT III: FRAUD/INTENTIONAL MISREPRESENTATION

109. Plaintiffs hereby incorporates the averments of the previous paragraphs as if set forth herein and at length.

110. Defendant made a representation to its consumers, including Plaintiffs, that its Warranty Program, backed by the full faith and credit of AWR, would pay for covered repairs (up to a certain limit), including for a covered property's sewer lines. This included sewer lines with blockages that resulted from normal wear and usage.

111. Defendant made a representation, through numerous AWR agents, that it would pay for the necessary repairs to the Property under the Warranty program.

112. The Defendant's false misrepresentations through their advertising regarding the benefits of the Warranty and what it covered was material to the Masons purchasing and paying for the Warranty every month since September 2019. The Masons sought to make a smart, monthly financial investment so as to protect themselves from huge financial repairs in the future.

113. The Defendant's false representations through its agents that the Plaintiffs' claims would be covered was material in the Masons continuous attempts to engage in the claims' process in order to obtain payment for the repairs.

114. AWR knew that its representations about what the Warranty covers was false at the time the representations were made and advertised.

115. AWR knew that it was seeking to prolong the claims process and eventually deny the Masons' claims when its agents made the false representation that the Masons' claim would be covered.

116. AWR made its false misrepresentations about its Warranty program with the intent to mislead consumers, including the Masons, into purchasing the Warranty program.

117. AWR's agents made their false misrepresentations to the Masons with the intent of delaying the claims process until a suitable "independent" contractor could be located who would provide any concocted basis to deny the claim.

118. The Masons justifiably relied on AWR's Warranty claims when they purchased the Warranty in order to make a smart, monthly financial investment so as to protect themselves from huge financial repairs in the future.

119. The Masons justifiably relied on AWR's agents in continuing to pursue AWR's claims process with the hope that their nightmare living conditions would eventually be fixed and resolved.

120. AWR's intentional and fraudulent misrepresentation in the Warranty-sale and claims process resulted directly and proximately in the injuries discussed above.

WHEREFORE, Plaintiff respectfully requests that judgment be entered against the Defendant for:

- a. An award of compensatory damages in an amount in excess of the jurisdictional amount;
- b. An award of consequential damages and/or incidental damages to the extent permitted by the law;
- c. Punitive damages;
- d. Pre and post-judgment interest to the extent permitted by law; and
- e. Such other relief as this Court deems just and proper.

Respectfully submitted,

MacELREE HARVEY, LTD.

By:



Michael G. Louis, Esquire
Felix S. Yelin, Esquire
Attorneys for Plaintiffs

DATE: September 6, 2023

MICHAEL G. LOUIS, ESQUIRE
ATTORNEY I.D. NO. 32202
FELIX S. YELIN, ESQUIRE
ATTORNEY I.D. NO. 308784
MacELREE HARVEY, LTD.
17 W. Miner Street
P.O. Box 660
West Chester, PA 19381-0660
(610) 436-0100

ATTORNEYS FOR PLAINTIFFS

CLIFTON MASON, SHERRIAH MASON,
and FLORENCE MASON

523 E. Chestnut Street
Coatesville, PA 19320

Plaintiffs,

vs.

AMERICAN WATER RESOURCES, LLC

1000 Bishops Gate Blvd., Suite 301

Mt. Laurel Township, NJ 08054
Defendant.

: IN THE COURT OF COMMON PLEAS
:
:
: CHESTER COUNTY, PENNSYLVANIA
:
: CIVIL ACTION – LAW
:
: NO.

CERTIFICATE OF COMPLIANCE

I certify that this filing complies with the provisions of the *Case Records Public Access Policy of the Unified Judicial System of Pennsylvania* that require filing confidential information and documents differently than non-confidential information and documents.

MacELREE HARVEY, LTD.

DATE: September 6, 2023

By: 

Michael G. Louis, Esquire
Felix S. Yelin, Esquire
Attorneys for Plaintiffs

EXHIBIT A



AMERICAN WATER RESOURCES®

WATER LINE, SEWER LINE AND IN HOME PLUMBING PROTECTION PROGRAM TERMS AND CONDITIONS

1. What Is This Agreement?

This is an Agreement ("Agreement") between American Water Resources, LLC ("AWR") and the person named in the confirmation letter ("Confirmation Letter") that came with this Agreement ("You" or "Your"). It requires AWR to pay for certain repairs to the property named in the Confirmation Letter ("Your Home"). It is not an insurance contract. Please read it and keep it. AWR's obligations under this Agreement are backed by the full faith and credit of AWR.

Certain repairs and events are not covered by this Agreement. Please refer to the exclusions listed in Section 7 of this Agreement.

SECTION 26 OF THIS AGREEMENT REQUIRES THAT DISPUTES BE RESOLVED INDIVIDUALLY IN ARBITRATION OR SMALL CLAIMS COURT. IN ARBITRATION, THERE IS NO JUDGE OR JURY AND THERE IS LESS DISCOVERY AND APPELLATE REVIEW THAN IN COURT.

2. When Does Your Protection Start?

AWR will pay for covered repairs on or after the effective date stated in the Confirmation Letter ("Effective Date"), which will be thirty (30) days after AWR processes Your enrollment ("Enrollment Date"). If You do not cancel this Agreement before the Effective Date, You will have accepted its terms and conditions.

3. When Does Your Protection Stop?

The initial term of the Agreement is one year (365 days) from the Enrollment Date. **If You pay by utility bill, direct debit or credit card, this Agreement will automatically renew each year for an additional one year term unless You or AWR have cancelled this Agreement.** If You pay by check, AWR will send You a notice requesting that You renew the Agreement for an additional one year term.

4. What Homes Are Protected?

AWR will only pay for repairs under this Agreement if:

- A. You own Your Home; and**
- B. Your Home is habitable; and**
- C. Your Home is used for residential purposes only; and**
- D. You are responsible for maintaining Your Home's Water Line, Sewer Line, Supply System and Drainage System; and**
- E. You are not 30 days or more past due on any amount owed to AWR or its independent contractors.**

If at any time You are not eligible for protection, AWR will not pay for any repairs under this Agreement. If You have another service or insurance contract that gives You the same benefits as this Agreement, You may cancel this Agreement.

5. What Lines or Systems Are Protected?

A. Your water line is Your water service line from Your water utility's system, private water main or trunk line to the connection with the water meter or main shut-off valve inside Your Home, whichever is closer to the foundation wall (the or Your "Water Line"). Your Water Line does not include a private water main, trunk line, water main tap, water meter, water meter pit or water meter vault.

B. Your sewer line is Your lateral sewer service line from the vent stack that is closest to the point where Your sewer line enters Your Home to the connection with (i) Your sewer utility's main; (ii) Your septic tank; (iii) a private sewer main or (iv) a trunk line (the or Your "Sewer Line"). Your Sewer Line does not include a private sewer main, a trunk line, a vent stack, Your sewer main tap/saddle or Your septic tank and its components and attachments.

C. Your "Supply System". Your Supply System is Your permanent internal supply pipes from the outlet side of Your water meter (if Your water meter is inside Your Home) or the main shut-off valve inside Your Home (if Your water meter is outside Your Home) to the shut-off valve at each fixture and appliance inside Your Home. It does not include Your Home's fixtures or appliances.

D. Your "Drainage System". Your Drainage System is Your permanent internal drains and drainage pipes from Your Home's fixtures or appliances to the point where they exit Your Home. It does not include Your Home's fixtures or appliances.

6. What Repairs Are Covered?

Subject to the terms and conditions of this Agreement, AWR will pay to repair leaks or breaks to Your Water Line or Supply System, leaks, breaks, clogs or blockages to Your Sewer Line, and clog or blockages to Your Drainage System if they:

- (1) occurred on or after the Effective Date; and (2) resulted from normal wear and usage.

If You have selected the Enhanced Restoration option,

subject to the terms and conditions of this Agreement, AWR will provide for the following additional restoration of the portions of Your private paved surfaces and/or yard that were disturbed during the course of a normal excavation to repair Your Water Line or Sewer Line:

- Pavement restoration includes labor and relevant material for restoring asphalt or concrete sidewalks and driveways.
- Landscaping restoration includes labor and sod, mulch, shrubs (not to exceed five gallon size), small trees (not to exceed six feet in height), as well as resetting of bricks, stones or pavers for sidewalks and driveways.

7. What Repairs Are Not Covered?

AWR will not pay for any of the following:

- A. Either Your Water Line, Sewer Line, Supply System or Drainage System**
- Repairing anything caused by You or any third parties.
- Repairing anything in any home that is uninhabitable due to renovation, remediation or construction.
- Repairing anything caused by natural acts or disasters, such as earthquakes, floods, landslides, or sinkholes.
- With the exception of bellied sewer lines, repairing anything caused by improper design or installation of Your Water Line, Sewer Line (e.g., back-pitched lines), Supply System or Drainage System.
- Repairing any private water or sewer mains or trunk lines that are connected to Your Water Line or Your Sewer Line.
- Repairing anything required by any local, state or federal agency inspection, unless otherwise covered by this Agreement.
- Repairing any openings made in walls, ceilings or surfaces inside Your Home for AWR's independent contractor to access Your Water Line, Sewer Line, Supply System or Drainage System.
- Restoring any buildings, garages, sheds, porches or other structures.
- Restoring any gardens, shrubs, or trees, unless You have selected the Enhanced Restoration option.
- Restoring any sidewalks, driveways, roads or other paved surfaces that are not required by permit to be repaired, unless you have selected the Enhanced Restoration option.
- Repairing any third party's water line or sewer line that is attached to Your Water Line or Your Sewer Line.
- Costs associated with opening and closing any portion of Your Home's foundation or slab to access Your Water Line, Your Sewer Line or vent stack, Your Supply System or Your Drainage System.
- Moving any water or sewer meter at the time of repair, unless required by code.
- Moving any section of Your Water Line, Sewer Line, Supply System or Drainage System unless necessary to complete a covered repair.
- Updating any non-leaking portion of Your Water Line or non-leaking, non-broken or free-flowing section of Your Sewer Line to meet code, law or ordinance requirements.
- Removing any items necessary to access Your Water Line, Sewer Line, Supply System or Drainage System, such as trees, debris, trash, rocks, cars or structures.
- Moving any items such as furnishings to access Your Supply Chain or Drainage System.
- Remediating or cleaning any hazardous substance or pollutant, such as mold or asbestos.
- Thawing any frozen section of Your Water Line, Sewer Line, Supply System or Drainage System.
- Costs associated with traffic control (e.g. flag men, police).
- Repairing, replacing or cleaning any portion of Your Home or its contents that are damaged by leaks or breaks to Your Water Line or Supply System or leaks, breaks, clogs or blockages to Your Sewer Line, or clogs or blockages to Your Drainage System.
- Paying any costs caused by a leak or break in Your Water Line or Supply System or by leaks, breaks, clogs or blockages of Your Sewer Line or clogs or blockages of Your Drainage System, such as relocation costs, storage costs or temporary housing costs.
- Paying any damages caused by a leak or break in Your Water Line or Supply System or leaks, breaks, clogs or blockages to Your Sewer Line or Drainage System, such as lost time, lost use of Your Home or its contents or any damages due to any special circumstances or conditions.
- B. Your Water Line or Supply System**
- Repairing any clog or blockage of Your Water Line.
- Repairing any main shut-off valves that are not leaking.
- Repairing any Water Line not connected to a public or municipal water system.
- Repairing any interior pipes beyond the main shutoff valve inside Your Home.
- Repairing any connections and/or extensions to the Water Line, such as water lines to sprinklers, irrigation systems, pressure-reducing valves or backflow preventers.
- C. Your Sewer Line or Drainage System**
- Repairing any non-conforming drain line, such as a basement or storm drain system, connected to Your Sewer Line or Drainage System.
- Repairing any septic tank or its components or attachments, such as a pump or grinder.
- Repairing or installing any devices connected to Your Sewer Line or Drainage System, such as backflow preventers, clean outs, lift stations or pumps.
- D. Your Supply System or Drainage System**
- Repairing anything caused by defective materials, such as material that has been the subject of a recall or class action litigation (e.g. polybutylene or Kitec plumbing).
- E. If You have selected the Enhanced Restoration option, AWR will not pay for any of the following:**
- Restoring any areas not disturbed or excavated as part of a covered repair.
- Restoring an entire paved surface to match color or texture.
- Restoring any sprinkler or irrigation systems, ponds, streams, fountains, waterfalls or other water structures.
- Restoring any sidewalks, driveways, steps or patios consisting of slate or other engraved or cut stone.
- Replacing sod, grass, shrubs, or trees that died or failed to grow due to lack of ongoing care or maintenance.

8. What Is Your Protection Limit?

A. Your Water Line Protection Limit. AWR will pay up to \$12,500 per occurrence to repair Your Water Line and refill, rake and reseed any areas outside Your Home that AWR's independent contractor excavated in order to access Your Water Line. If Your Water Line extends to the point of connection with Your water utility's exterior main line and a necessary permit requires a public sidewalk or public road to be cut, excavated and repaired in order to access your Water Line, AWR will pay up to \$12,500 per occurrence to cut, excavate and repair the same section of public sidewalk or public road.

B. Your Sewer Line Protection Limit. AWR will pay up to \$10,000 per occurrence to repair Your Sewer Line and refill, rake and reseed any areas outside Your Home that AWR's independent contractor excavated in order to access Your Sewer Line. If a necessary permit requires a public sidewalk or public road to be cut, excavated and repaired in order to access your Sewer Line, AWR will pay up to \$10,000 per occurrence to cut, excavate and repair the same section of public sidewalk or public road. The protection limits for Sewer Line repairs and road repairs are separate and distinct.

C. Your Supply System or Drainage System. AWR will pay up to \$2,500 per occurrence to repair Your Supply System or Drainage System.

If You have selected the Enhanced Restoration option,

AWR will also pay up to \$2,500 per occurrence for the additional restoration services described in Section 6 of this Agreement. The protection limits for Water Line repairs, Sewer Line repairs, public road/sidewalk repairs, and Enhanced Restoration are separate and distinct.

9. Can You Exceed Your Protection Limit?

If repair costs will exceed the applicable protection limit, You will be notified before the work is performed. You will be responsible for any costs in excess of your protection limit.

10. How Can You Get Service?

A. Your Water Line. If there is a leak or break to Your Water Line, You must contact Your water utility first. If Your Water Utility determines that the leak or break is Your responsibility, You may contact AWR toll-free at 1-855-705-8434. If You do, AWR will dispatch an approved independent contractor to Your Home for repairs covered under this Agreement.

B. Your Sewer Line. If there is a leak, break, clog or blockage of Your Sewer Line, You may contact AWR toll-free at 1-855-705-8434. If You do, AWR will dispatch an approved independent contractor to Your Home for repairs covered under this Agreement. AWR's independent contractor will first attempt to clear the clog or blockage. If it is cleared, no other repairs will be made.

C. Your Supply System or Drainage System. If there is a leak or break to Your Supply System or a clog or blockage of Drainage System, You may contact AWR toll free at 1-855-705-8434. If You do, AWR will dispatch an approved independent contractor to Your Home for repairs covered under this Agreement.

AWR's independent contractor will obtain any necessary permits before work begins. If AWR's independent contractor must excavate any areas outside Your Home in order to access Your Water Line or Sewer Line, they will refill, rake and reseed the area once per occurrence. No other site restoration will be performed.

For Water Line or Sewer Line repairs, if You have selected the Enhanced Restoration option, AWR's independent contractor will also provide the additional restoration services described in Section 6 of this Agreement.

11. Can AWR Get A Second Opinion?

AWR may get a second opinion from an independent contractor of its choosing. If it does, it will apply the cost of obtaining the second opinion toward Your protection limit.

12. Can You Hire Your Own Contractor?

AWR will not pay any costs incurred, or fix any repairs made, by You or any contractor You hire.

13. Must You Cooperate With AWR?

You must cooperate with AWR and its independent contractors, for example by: (a) providing additional information or documentation that AWR may need; (b) obtaining permission for AWR's independent contractor to access property You do not own; and (c) disconnecting any cold-water electrical grounds before repairs are made to Your Water Line.

14. Is There A Service Fee?

A. Your Water Line. There is no service fee applicable for repairs to Your Water Line.

B. Your Sewer Line, Supply System or Drainage System. You must pay AWR a \$50 per occurrence service fee (plus applicable sales tax, if any) if AWR dispatches an independent contractor to Your Home to investigate or repair Your Sewer Line, Supply System or Drainage System.

15. Is There An Annual Fee?

You must pay AWR an annual program fee ("Program Fee") for each term of this Agreement. The Program Fee is stated on Your Confirmation Letter and on Your enrollment form(s). AWR may change the Program Fee as set forth below.

16. How Are Your Payments Made?

During the Agreement's initial term, AWR will collect Your Program Fee in the manner You chose when You enrolled:

- **Utility Bill.** If the option is available, You may add Your Program Fee to Your utility bill in equal periodic installments. Partial payments will be applied to Your utility bill first and Program Fee last. Failure to pay Your Program Fee will not affect Your utility services. No special arrangement You make with Your utility regarding Your utility bill will affect Your obligation to pay AWR in a timely manner.
- **Check or Direct Debit.** You may pay by check or, if offered, a direct debit from Your bank account. All direct debit payments are governed by the "Terms of Authorization" given to You. Check or direct debit payment is due in full on the first day of the term unless at the time of enrollment You agreed to a multi-payment arrangement.
- **Credit Card.** You may pay by charging a credit card account accepted by AWR. Credit card payment is due in full on the first day of the term unless at the time of enrollment You agreed to a multi-payment arrangement. If the option is available, AWR may notify You that it will begin collecting subsequent Program Fees by adding them to Your utility bill after the current term. If AWR does, You may reject that change by calling AWR toll-free at 1-855-705-8434 or mailing AWR at 1420 Discovery Parkway, Alton, Illinois, 62002 before the end of the current term. If You do not, You authorize AWR to add Your Program Fees to Your utility bill.

17. When Will AWR Collect Taxes on the Program Fee? You must pay all applicable state and local taxes when You pay Your Program Fee.

18. When Will You Get A Refund?

(a) You will receive a refund of all Program Fees paid by You if You cancel this Agreement (i) before Your Effective Date or (ii) within 20 days after the date that this Agreement and Your Confirmation Letter are sent to You, whichever date is later. **New Jersey residents: Please see Section 30 for additional information.**

(b) You may also receive a refund of all Program Fees paid by You if You cancel after Your Effective Date and prove You were never eligible for protection and never received repair services.

19. Is This The Whole Agreement?

This Agreement, Your Confirmation Letter and Your enrollment form(s) are the entire agreement between You and AWR. They supersede and replace any prior agreements and understandings between You and AWR concerning their subject matter.

20. Are These Headings Part Of This Agreement?

The headings are not a part of this Agreement. They are for convenience only.

21. Can This Agreement Be Severed?

Except as provided in Section 26(h), a court, agency or arbitrator of competent jurisdiction may sever any provision of this Agreement if it is necessary to preserve the remainder of this Agreement.

22. Can This Agreement Be Changed?

You may not change the terms and conditions of this Agreement. AWR may change or make additions to the terms and conditions of this Agreement. AWR will give You written notice of changes in a manner consistent with applicable law, including on Your bill, with Your bill, by mail or by email. If You do not like the changes, You may cancel this Agreement. If you do not cancel this Agreement, the change will become effective 30 days after AWR sends You notice. The current terms and conditions can be viewed on AWR's website at www.AWRUSA.com/terms.

23. Can This Agreement Be Cancelled?

You may cancel this Agreement at any time by calling AWR toll-free at 1-855-705-8434 or by mailing notice to AWR at 1420 Discovery Parkway, Alton, Illinois 62002. Your cancellation will be effective on the last day of Your current billing period. AWR may cancel this Agreement: (1) upon 60 days' written notice to You for any reason; or (2) without notice to You if You are ineligible for protection, are 30 days or more past due on any amount owed to AWR or its independent contractors, or misrepresented any material facts when You entered into or requested service under this Agreement. AWR's notice of cancellation is effective when sent.

24. Can This Agreement Be Transferred?

You may not transfer this Agreement to another home or another person. AWR may assign this Agreement to a third party.

25. What Warranties Does AWR Make?

AWR warrants that covered repairs made by its independent contractors will comply with applicable plumbing codes and manufacturer's specifications and be free from defects in material and workmanship for one year from the date of the repair provided, however, that this warranty does not apply to sewer line clearings (e.g. snaking or jetting a sewer line). The exclusive remedy for this warranty is that AWR's independent contractors will, at AWR's option, fix or replace the repair or material. AWR makes no other express warranties in this Agreement. AWR disclaims any implied or statutory warranties other than the implied warranty of good faith and fair dealing. The duration of any implied or statutory warranty is limited to the duration of this express warranty. These limitations and disclaimers shall survive the cancellation of this Agreement. This limited warranty gives you specific legal rights. You may have other rights that vary from state to state.

26. How Will Disputes Be Resolved?

A. Arbitration. Any Dispute between You and AWR shall be resolved by binding arbitration. In arbitration, there is no judge or jury and there is less discovery and appellate review than in court.

B. Definitions. This arbitration provision shall be broadly

interpreted. "Dispute" means any claim or controversy arising from or relating to Your relationship with AWR, for example any: (1) claims for relief or theories of liability, whether based in contract, tort, statute or otherwise; (2) claims that arose before this Agreement; and (3) claims that arise after the cancellation or expiration of this Agreement. "Dispute" does not, however, include any issues relating to the scope or validity of this arbitration provision. As used in this arbitration provision, "You" means You and any intended or unintended beneficiaries of this Agreement and "AWR" means AWR and any of its predecessors, successors, assigns, parents, subsidiaries, affiliates and independent contractors, and each of their officers, directors, employees and agents.

C. Right to Sue in Small Claims Court.

Notwithstanding anything in this arbitration provision to the contrary, either You or AWR may bring an individual action in small claims court if the amount claimed is within the jurisdiction of that court.

D. Right to Reject this Arbitration Provision or Changes to this Arbitration Provision.

Notwithstanding anything in the Agreement to the contrary, You may reject this arbitration provision or future changes to this arbitration provision. To do so, You must send AWR written notice by certified mail postmarked no later than thirty (30) days after Your first receipt of notice of an arbitration provision (if rejecting the arbitration provision) or notice of a change (if rejecting changes to the arbitration provision) to 1420 Discovery Parkway, Alton, Illinois, 62002, Attention: Legal Department. Your decision will not adversely affect Your relationship with or service from AWR. If You previously notified AWR of Your decision, You need not do so again.

E. Procedures for Arbitration. This arbitration provision is governed by the Federal Arbitration Act. Arbitrations shall be administered by the American Arbitration Association ("AAA") pursuant to its Commercial Arbitration Rules and Supplementary Procedures for Consumer Related Disputes (collectively the "AAA Rules") as modified by the version of this arbitration provision that is in effect when notice of a Dispute is given. The AAA Rules can be obtained from the AAA by visiting its website (www.adr.org) or calling its toll-free number (1-800-778-7879). If there is a conflict between this arbitration provision and the rest of this Agreement, this arbitration provision will govern. If there is a conflict between this arbitration provision and the AAA Rules, this arbitration provision will govern. If the AAA will not administer an arbitration in accordance with this arbitration provision, You and AWR will agree on (or if necessary petition a court of appropriate jurisdiction to appoint) an arbitration organization that will do so. Unless You and AWR agree otherwise, any arbitration hearing will take place in the county where Your Home is located. The arbitrator will issue a reasoned written decision that explains the essential findings and conclusions. The arbitrator's award may be entered in any court of appropriate jurisdiction.

F. Right to Arbitral Fees and Costs. If You claim more than \$10,000, the payment of the AAA's fees and costs will be governed by the AAA Rules. If You do not claim more than \$10,000, AWR will advance or reimburse the AAA's fees and costs. However, if the arbitrator finds that Your Dispute was frivolous or brought for an improper purpose, the payment of the AAA's fees and costs will be governed by the AAA Rules and You will reimburse AWR for all fees and costs that were Your obligation to pay under the AAA Rules.

G. Right to Attorneys' Fees and Costs. You may hire an attorney to represent You. You are responsible for Your attorneys' fees and costs. You may recover them from AWR to the same extent as in court.

H. Waiver of Class Actions. WHETHER IN ARBITRATION OR COURT, YOU AND AWR WAIVE THE RIGHT TO PROSECUTE OR PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, OR OTHER REPRESENTATIVE ACTION. YOU AND AWR MAY SEEK RELIEF ONLY ON BEHALF OF THEMSELVES AND ONLY TO THE EXTENT NECESSARY TO REMEDY THEIR INDIVIDUAL CLAIMS. THIS CLASS ACTION WAIVER IS A MATERIAL AND ESSENTIAL PART OF AND CANNOT BE SEVERED FROM THIS ARBITRATION PROVISION.

I. Waiver of Jury Trials. WHETHER IN ARBITRATION OR COURT, YOU AND AWR WAIVE THE RIGHT TO A TRIAL BY JURY.

J. Survival. This arbitration provision shall survive the cancellation or expiration of the Agreement.

27. What Liability Does AWR Have?

You agree that AWR, its parents, its successors, its affiliates, its independent contractors, and its and their officers, directors, employees, affiliates, agents and contractors shall not be liable to You or any third party for: (1) any actual losses or direct damages in excess of the lowest applicable per occurrence protection limit set forth above; or (2) any amount of any form of indirect, special, punitive, incidental or consequential losses or damages, including those caused by any fault, failure, delay or defect in providing services under this Agreement. These limitations and waivers shall apply to all claims and all theories of liability and shall survive the cancellation of this Agreement.

28. How Can You Contact AWR?

AWR's goal is to give You the best possible customer service. If You have any questions or complaints, please call AWR toll-free at 1-855-705-8434, mail AWR at 1420 Discovery Parkway, Alton, Illinois, 62002, or visit AWR's website at www.AWRUSA.com. Telephone calls may be recorded and/or monitored.

29. Will Your Information Remain Private?

AWR may obtain Your name, address, telephone number and any other pertinent information from Your water utility. AWR may share it with others in order to provide services under this Agreement.

30. What Law Governs This Agreement?

The law of the state where Your Home is located shall govern this Agreement and any dispute between You and AWR. Additional terms and conditions specific to some states are set forth below. If they apply and conflict with the terms and conditions above, the following terms and conditions control.

A. Iowa Residents - Your Rights: AWR is subject to regulation by the Insurance Division of Iowa's Department of Commerce. Complaints that are not resolved by AWR may be sent to the Iowa Insurance Division, 330 Maple Street, Des Moines, IA, 50319. AWR will provide for the initiation of services by Our independent contractor within forty-eight hours of the request for the services by You.

B. New Jersey Residents - Refunds: If You are due a refund of the Program Fee pursuant to Section 18(a) of this Agreement, an amount equal to 10% of the Program Fee will be added to the refund amount each month that the refund remains unpaid if AWR does not issue the refund to You within 45 days of cancellation.

AWR Triple WB Gen 0519

WBGTRP0519L
V3

EXHIBIT B

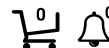


(2)

Contact Us 24/7

1.855.800.5195 (tel:1.855.800.5195)

(tel:1.855.800.5195)



LOGIN / REGISTER

[Home](#) > [19320 \(/Products/19320/Pat100/Residential\)](#) > [Residential \(/Products/19320/Pat100/Residential\)](#) > [Water Line, Sewer Line And In-Home Plumbing](#)
Rating ★★★★★ (50) [Terms & Conditions](#)

Water Line, Sewer Line and In-Home Plumbing Emergency Program

\$17.50 per monthBased on your location 19320. [Change](#)[Add to Cart](#) >

Protect 3 service lines in 1 plan.

Water line, sewer line, or in-home plumbing problems are messy. So is having 3 protection plans. Bundle your protection and save on your monthly cost – and get protection from the unexpected for your pipes inside and outside your home.

What's Covered

Clogs	Inspections
Blockages	Broken water pipe hidden behind walls and ceilings
Burst pipe due to normal wear and tear	Blocked or slow shower drains
Pipe collapse	Clogged laundry drain line

[Reviews](#)
[FAQ's](#)
[Related Products](#)

About Cookies On This Site

We use technologies to enhance your experience on our site. Visit our [Privacy Policy \(https://amwater.com/corp/privacy-policy\)](https://amwater.com/corp/privacy-policy) to learn more or manage your preferences in [Cookie Options](#). By using our site, you agree to our use of these technologies.

[➤ Other Services you may be interested in](#)
[Cookie Options](#)
[I Understand](#)



AMERICAN WATER RESOURCES

(2)

Contact Us 24/7

1.855.800.5195 (tel:1.855.800.5195)

(tel:1.855.800.5195)



**So glad we signed up for this
program – best thing we ever did
as homeowners!**

Barbara R.

New York – Water Line Leak

Frequently Asked Questions

Q. Who is American Water Resources (AWR)?



Q. What is the Water Line/Sewer Line/In-Home Plumbing Protection Bundle?



A. It's a program that provides protection from the unexpected for your water line, sewer line, and in-home plumbing systems. When you choose the bundle, you get up to \$21,000 (\$10,000 for water line, \$8,000 for sewer line, \$3,000 for plumbing) in covered repair covered repairs if something happens to your water line, sewer line, or in-home plumbing*. Just pay one low monthly fee and get protected in three ways. *Includes: Water Line - \$5,000 for covered water line repairs, \$5,000 for water line street repairs if applicable. Sewer Line - \$4,000 for covered sewer line repairs and \$4,000 for sewer line street repairs if applicable. In-Home Plumbing - \$1,500 for covered water supply repairs and \$1,500 for covered wastewater drainage system repairs.

Q. Why should I choose a bundle instead of individual programs?



Q. Doesn't my homeowners insurance cover water line and sewer line issues?



Q. How do I sign up?



Q. Who is eligible to join?



About Cookies On This Site

We use technologies to enhance your experience on our site. Visit our [Privacy Policy \(https://amwater.com/corp/privacy-policy\)](https://amwater.com/corp/privacy-policy) to learn more or manage your preferences in [Cookie Options](#). By using our site, you agree to our use of these technologies.

Q. How soon can I use this service?



➤ Other Services you may be interested in



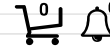
AMERICAN WATER RESOURCES

(L)

Contact Us 24/7

1.855.800.5195 (tel:1.855.800.5195)

(tel:1.855.800.5195)



Q. What happens after I enroll? +

Q. What do I do if I have a problem with my water line, sewer line, or in-home plumbing? +

Q. What specifically is covered by the program? +

American Water Resources (AWR) offers service line protection contracts to homeowners in 43 states and Washington, D.C., and currently services more than 2 million contracts. The company has been providing protection contracts since the year 2000 with more than 9 out of 10 customers satisfied and an A Rating from the Better Business Bureau. American Water Resources also provides its protection contracts to homeowners through municipal partnerships with the New York City Department of Environmental Protection, Orlando Utilities Commission, Nashville Metro Water Services and others. **American Water Resources is a trademark of American Water and used under license, but is not owned by American Water. As such, AWR's optional programs are not provided or guaranteed by American Water or its affiliates, and any changes in AWR's prices are not determined or controlled by American Water or its affiliates.**

American Water Resources conducts business in California as American Water Resources Insurance Services and administers home protection contracts, provided by Virginia Surety Company, Inc., CA

LINKS

[Become a Partner \(/support/partner-request\)](/support/partner-request)
[Privacy Policy \(/page/privacy-policy/226621\)](/page/privacy-policy/226621)
[Terms of Use \(/terms\)](/terms)
[Products \(/listing-page\)](/listing-page)

FOLLOW US


<https://facebook.com/American-Water-Resources>

<https://www.linkedin.com/company/american-water-resources>

<https://www.youtube.com/channel/L107465062655889119hb8bnA/videos>

<https://www.bbb.org/us/nj/camden/profile/water-and-sewer-line-protection/american-water-resources-llc-0221-27001589/#sealclick>

About Cookies On This Site

► Other Services you may be interested in

Lic. No. 0F65279. In Virginia, American Water Resources administers See this page in Select Language | ▼

insurance policies, underwritten by Virginia Surety Company, Inc., VA

Lic. No. 109751.



AMERICAN WATER RESOURCES

(L)

1.855.800.5195

Contact Us 24/7

1.855.800.5195 (tel:1.855.800.5195)

(tel:1.855.800.5195)



1000 Bishops Gate Blvd., Ste. 301, Mount Laurel, NJ 08054

Part of the Oncourse Home Solution's family of brands | Oncourse Home
Solutions (<https://oncoursehome.com/>)

About Cookies On This Site

We use technologies to enhance your experience on our site. Visit our [Privacy Policy \(https://amwater.com/corp/privacy-policy\)](https://amwater.com/corp/privacy-policy) to learn more or manage your preferences in [Cookie Options](#). By using our site, you agree to our use of these technologies.

➤ Other Services you may be interested in

EXHIBIT C



Cliff Mason <cliftonmason21@gmail.com>

Claim #ers: CLM 678631 & CLM702166

2 messages

Florence Mason <sarahsmile1930@gmail.com>

Thu, Aug 18, 2022 at 8:08 PM

To: awr.customerservice@amwater.com, awr.claims@amwater.com, Scott Hamz <cliftonmason21@gmail.com>

To whom it May Concern;

This email is on behalf of Customer Sherriah Mason. We were recently informed that the proposal from contracting company Rooter Rooter for property [523 E. Chestnut Street, Coatesville, PA. 19320](#) was rejected.

We never received notice as to the reasons and/or details of why the proposal was rejected after it was approved on three separate occasions:

1. Mr. Gowham on July 01, 2022
2. Mr. Allan on July 11th, 2022
3. Mrs. Deanna on July 17, 2022

Could you provide us with details on why the proposals were rejected so we can reach back out to Rooter-Rooter and have the proposal resubmitted to your company for final approval?

Sincerely,

Sherriah Mason

Cliff Mason <cliftonmason21@gmail.com>

Tue, Aug 23, 2022 at 3:32 PM

To: Florence Mason <sarahsmile1930@gmail.com>

Cc: awr.claims@amwater.com, awr.customerservice@amwater.com

Hi All,

This email was sent to your team on August 18th and we've yet to hear back from any one regarding any updates.

Is there anyone available to further assist with our request?

Thanks,

Cliff

[Quoted text hidden]

—
Thank you,
Clifton Mason
267-325-2673
SLC, Utah

EXHIBIT D



From Drainmen Plumbing Inc
 21 N Hanover St,
 PO Box 294
 Pottstown, PA 19464
 drainmenplumbing1@gmail.com
 +14843669362

Job ID # 72152127
 Invoice # 62528
 Issue date Nov 18, 2022
 Work start date Nov 18, 2022
 Job Address 523 E Chestnut St, Coatesville
 PA, 19320

Invoice for Sherriah Mason
 523 E Chestnut St
 Coatesville, PA 19320
 sarahsmile1930@gmail.com
 +12674237654

Item	Quantity	Price	Total
AWR - SLPP (Sewer Line Protection Program)	1		

On arrival customer has alot of other issues going on inside the house but the underlying issue right now is that the sewer line is clogged and nothing is working. Proceed on running jet at trap out to street then from cleanout tee in yard out to trap line was packed with waste and wipes snice January. Ran about 400gls of water there system snice we couldn't run anything in the house due to the other issues in the house. Customer have no use of kitchen sink first floor bathroom and sec floor bathroom due to the issues with the stack and the condition of the pipe I was able to run sink to check flow in the sewer line to make sure it was open. (All work performed was done from outside)

Technician: John

\$50 copay waived. As noted in notes

Subtotal

Tax \$0.00

Total

No Payments

Balance Due

Notes

EXHIBIT E



Florence Mason <sarahsmile1930@gmail.com>

Drainmen Plumbing Invoice (CLM746301)

5 messages

HOS-Customer Advocacy <HOS.CustomerAdvocacy@amwater.com>

Wed, Dec 7, 2022 at 10:14 AM

To: "sarahsmile1930@gmail.com" <sarahsmile1930@gmail.com>

Good Morning , as per our conversations attached is the invoice of findings from Drainmen Plumbing. In addition, attached is a copy of your sewer line protection terms with the denial reason highlighted to explaining the reason for the denial. Please read and if you need additional understanding on why the claim will be denied please contact me at 1 618-433-2374

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error, please notify the sender. Please note that any views or opinions presented in this email are solely those of the author and do not necessarily represent those of American Water Works Company Inc. or its affiliates. The recipient should check this email and any attachments for the presence of viruses. American Water accepts no liability for any damage caused by any virus transmitted by this email. American Water Works Company Inc., 1 Water St. Camden, NJ. 08102 www.amwater.com

2 attachments **Drainmen Plumbing Invoice.pdf**
5975K **Sewer Line Protection Terms.pdf**
168K**Florence Mason** <sarahsmile1930@gmail.com>

Thu, Dec 15, 2022 at 6:36 PM

To: Scott Hamz <cliftonmason21@gmail.com>

This is the Shit from the guy who came out to the house from American Water that used to work with Roto-Rooter Plumbing. they are just sending this to me. It is so bland and full of shit.

[Quoted text hidden]

2 attachments **Drainmen Plumbing Invoice.pdf**
5975K **Sewer Line Protection Terms.pdf**
168K**Florence Mason** <sarahsmile1930@gmail.com>

Tue, Jan 3, 2023 at 4:19 PM

To: HOS-Customer Advocacy <HOS.CustomerAdvocacy@amwater.com>, Scott Hamz <cliftonmason21@gmail.com>

NOTICE OF APPEAL:

Ref: Property Address: 523 E. Chestnut Street
Coatesville, PA. 19320

Policy No. #er: 648024

Claim Numbers: Jan. 11th, 2022 CLM640824; April 13th, 2022 CLM678631 and
June 22nd, 2022 CLM702166**BAD FAITH & UNFAIR DEALING INSURANCE CLAIM COMPLAINT/APPEAL**

This is to put you on Notice that the unlawful deceptive denial of our valid claim after you have approved the claims on several other occasions of 06/22/2022, 06/28/2022, 07/01/2022, 07/11/2022, and 07/13/2022; then stated by way of Mr.

Cortez Hamilton that we do have a valid claim but will pay out after we paid out for things that are completely Covered under the COMBO Insurance Policy that you tricked us into obtaining that is No different than your other insurance policy pages. Is hereby APPEALED. We demand that this Issue be taken up by You to an Independent Arbitrator and to the department that deals with Appeals or the Appellant Court that deals with this Issue. Your unlawful, biased/UNFAIR/PREJUDICIAL DENIAL was rendered on December 7th, 2022; and we are hereby timely appealing that ERRONEOUS DECISION on January 3rd, 2022. Well within the required state time of (30) thirty days from the date of the adverse decision according to Pennsylvania State laws & Appealing Process. Thereby, avoiding and dispelling any and all would be alleged jurisdictional deficiencies. Jurisdiction for an Appeal has now been properly invoked.

Also, we want a copy of all Proposals Sent to you by Rotoo-Rooter starting with the first to the last before the time of this Erroneous Denial, which has been unlawfully kept away from us to properly review.

Please make this Notice of Appeal a permanent part of our case file and official record.

Sincerely,

/s//: Sherriah Mason

/s/: Florence Mason, as Author. Rep

/s/: Clifton Mason, as Author. Rep.

[Quoted text hidden]

Florence Mason <sarahsmile1930@gmail.com>
To: Scott Hamz <cliftonmason21@gmail.com>

Thu, Jan 26, 2023 at 11:57 AM

They Just committed a Criminal Offense of Perjury and Falsification of Information to Authority to obstruct an investigation that is a violation of Title 18 U.S.C. sect 1001, 4902 thru 4094,

19 Pa. Cons. Stat. § 4902, and is as follows:

1. The offense is defined as a felony in the third degree if during any official proceeding the person makes a false statement while under oath or equivalent affirmation, or swears or affirms the truth of a statement made earlier, when the previous statement is material and he or she does not believe it to be true.
2. When someone makes a false statement, it is considered to be material (having relevance on a case), regardless of the admissibility of the statement, if the statement could affect the outcome of the course or the outcome of the proceeding.

PENALTIES FOR COMMITTING PERJURY

The criminal offense of perjury in Pennsylvania is a third-degree felony. Under Title 18, Crimes and Offenses, Chapter 11, Sections 1101 and 1103, a third-degree felony is punishable by \$15,000 in fines and up to seven years in prison.

When people make statements that are considered an interpretation of fact, the statements are not considered perjury due to the fact that people have a tendency to draw inaccurate conclusions unwittingly, or they can make honest mistakes without the intention to deceive.

§ 4902. Perjury.

(a) **Offense defined.**--A person is guilty of perjury, a felony of the third degree, if in any official proceeding he makes a false statement under oath or equivalent affirmation, or swears or affirms the truth of a statement previously made when the statement is material and he does not believe it to be true.

(b) **Materiality.**--Falsification is material, regardless of the admissibility of the statement under rules of evidence, if it could have affected the course or outcome of the proceeding. It is no defense that

the declarant mistakenly believed the falsification to be immaterial. Whether a falsification is a material in a given factual situation is a question of law.

Whoever wrote that email LIED AND FALSIFIED THAT THEY APPROVED US WHEN THEY DID NOT AND WE APPEALD THEM IMMEDIATELY WE HAVE NOT HEARD ANYTHING BACK ABOUT THE APPEAL PROCESS WITH THEM THEN THEY ATTEMPTED TO SEND THE SAME PEOPLE BACK OUT WITH THE OTHER CLAIMS THAT they INTENTIONALLY MISLEAD THE BBB THAT THEY RESPONDED TO ALL THE CLAIMS AND THEIR WERE (3) AND THEY WERE AND ARE DERELICT IN THEIR DUTIES TO FALSE NOT PAY OUT A CLAIM THAT THEFT OF INSURANCE MONEY.

----- Forwarded message -----

From: **HOS-Customer Advocacy** <HOS.CustomerAdvocacy@amwater.com>

Date: Wed, Dec 7, 2022 at 10:14 AM

Subject: Drainmen Plumbing Invoice (CLM746301)

To: sarahsmile1930@gmail.com <sarahsmile1930@gmail.com>

[Quoted text hidden]

2 attachments



Drainmen Plumbing Invoice.pdf

5975K



Sewer Line Protection Terms.pdf

168K

Florence Mason <sarahsmile1930@gmail.com>

To: Scott Hamz <cliftonmason21@gmail.com>

Thu, Jan 26, 2023 at 11:58 AM

This is when we responded with the Notice of Appeal

[Quoted text hidden]

EXHIBIT F



Cliff Mason <cliftonmason21@gmail.com>

Sewer Line Protection Terms

15 messages

Cortez Hamilton <Cortez.Hamilton@amwater.com>

Wed, Feb 1, 2023 at 1:56 PM

To: "Cliftonmason21@gmail.com" <Cliftonmason21@gmail.com>

Since it was stated via our conversation that you do not have copy of terms, I have attached a copy for you to review. In addition, I will request an additional copy be sent via mail in cause you want a printed out copy

Cortez Hamilton

Escalations Specialist

Home Owner Services

1751 W Diehl RD STE 200

Naperville, IL 60563

Email : hos.customeradvocacy@amwater.com

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error, please notify the sender. Please note that any views or opinions presented in this email are solely those of the author and do not necessarily represent those of American Water Works Company Inc. or its affiliates. The recipient should check this email and any attachments for the presence of viruses. American Water accepts no liability for any damage caused by any virus transmitted by this email. American Water Works Company Inc., 1 Water St. Camden, NJ. 08102 www.amwater.com



AWR SLPP WB Gen 0519_WBGSLP0519L (2).pdf

161K

Cliff Mason <cliftonmason21@gmail.com>

Wed, Feb 1, 2023 at 2:06 PM

To: Cortez Hamilton <Cortez.Hamilton@amwater.com>

Cc: hos.customeradvocacy@amwater.com, Florence Mason <sarahsmile1930@gmail.com>

Hi Cortez,

Thanks for reaching out. You called me several times this morning but unfortunately, I was unavailable to answer.

Thankfully, I had a moment to respond to your call.

You stated during our phone call conversation that our conversation was being recorded which I was not made aware of.

I'd like to request that you provide any conversations that you stated you recorded as they will clearly state several times when we were approved.

You also stated that you were the one who wrote and responded to me in the BBB conversation but it states that the

person who was responding is Erica Falconer, could you reconfirm with me?

Thanks,
Cliff

[Quoted text hidden]

—
Thank you,
Clifton Mason
267-325-2673
PA

Confidentiality Notice: The contents of this e-mail message and any attachments are confidential and are intended solely for addressee. The information may also be legally privileged. This transmission is sent in trust, for the sole purpose of delivery to the intended recipient. If you have received this transmission in error, any use, reproduction or dissemination of this transmission is strictly prohibited. If you are not the intended recipient, please notify the sender by reply e-mail or phone and delete the original message and its content, including all attachments, if applicable.

 **BBB_Complaint Management.pdf**
193K

Cortez Hamilton <Cortez.Hamilton@amwater.com>

Wed, Feb 1, 2023 at 2:35 PM

To: Cliff Mason <cliftonmason21@gmail.com>

Cc: HOS-Customer Advocacy <HOS.CustomerAdvocacy@amwater.com>, Florence Mason
<sarahsmile1930@gmail.com>

As discussed per our conversation the issue is the inside stack and not covered per terms item #5 paragraph **What Lines or Systems Are Protected?** (Your Sewer Line does not include a private sewer main, a trunk line, a vent stack, Your sewer main tap/saddle or your septic tank and its components and attachments). If after reading you still do not understand these terms and have questions, you can contact AWR at 866.430.0819 or call me back directly at 618-433-2374. Again, this conversation will be used to discuss the verbiage and coverage described in your terms that was provided to you today. In regard to the rest of your email Erica is the person that edits and upload the response that are provided to her and isn't the party that writes the response. All the responses that have been upload in your case have come directly from me and only edits made by Erica. I also do not have the ability to outsource any previous conversations to you as it is an integrated system requiring access only provided to AWR employees. If at any point you want to review any calls that have been recorded. You can call myself or the call center and the calls can listened to.

From: Cliff Mason <cliftonmason21@gmail.com>

Sent: Wednesday, February 1, 2023 1:07 PM

To: Cortez Hamilton <Cortez.Hamilton@amwater.com>

Cc: HOS-Customer Advocacy <HOS.CustomerAdvocacy@amwater.com>; Florence Mason
<sarahsmile1930@gmail.com>

Subject: Re: Sewer Line Protection Terms

EXTERNAL EMAIL: The Actual Sender of this email is cliftonmason21@gmail.com "Think before you click!".

[Quoted text hidden]

[Quoted text hidden]

Cliff Mason <cliftonmason21@gmail.com>

Wed, Feb 1, 2023 at 2:38 PM

To: Cortez Hamilton <Cortez.Hamilton@amwater.com>

Cc: Florence Mason <sarahsmile1930@gmail.com>, HOS-Customer Advocacy
<HOS.CustomerAdvocacy@amwater.com>

Hi Cortez,

As mentioned, you stated calls were being recorded, I'd like to receive access to those calls.

You guys already approved it, so I think it may be best to let your team further assist you from here.

Appreciate your help though.

Thanks,

Cliff

[Quoted text hidden]

Cortez Hamilton <Cortez.Hamilton@amwater.com>

Wed, Feb 1, 2023 at 3:04 PM

To: Cliff Mason <cliftonmason21@gmail.com>

Cc: Florence Mason <sarahsmile1930@gmail.com>, HOS-Customer Advocacy
<HOS.CustomerAdvocacy@amwater.com>

Again, calls cannot be supplied to the customer. If at anytime you would like to review a call you can call myself and the call can be listened to. We also have not approved any repair at any point to repair the stack inside the home which has been the continued reason for the dispute as can be seen in every BBB response. What we did offer to the customer that if a repair is needed on the external line, it would be approved as per your terms Item #6. **What Repairs Are Covered?** Subject to the terms and conditions of this Agreement, AWR will pay to repair a leaking, broken, clogged or blocked Sewer Line if it: (1) occurred on or after the Effective Date; and (2) resulted from normal wear and usage. These terms were explained to you the customer and again denied as you did not agree with the charge to yourself to have the stack pipe repaired and demanded AWR pays the complete cost which was of course denied by your terms as we do not and will not cover to have the stack repaired per terms

[Quoted text hidden]

[Quoted text hidden]

Cliff Mason <cliftonmason21@gmail.com>

Wed, Feb 1, 2023 at 3:26 PM

To: Cortez Hamilton <Cortez.Hamilton@amwater.com>

Cc: Florence Mason <sarahsmile1930@gmail.com>, HOS-Customer Advocacy
<HOS.CustomerAdvocacy@amwater.com>

Hi Cortez,

We have yet to receive any documents confirming that there is a stack issue but states there is a sewer line problem.

Could you explain to me the difference between an internal stack issue and an external line issue? I know this is something you're very familiar with so I'm just looking to get a more in depth explanation of this.

Also it would be great if you could send any documents that the contractors sent to you that confirms that the issue is the stack, and not the external line causing the issues to the stack.

You did not explain to me that calls cannot be supplied to the customer, I was actually not informed that calls were being recorded in the first place prior to ever speaking with you or any of your team members throughout the 1 year time frame and 100's of calls at this point.

That's great, that means that you have an opportunity to go back through those calls and find the multiple times we

were approved for the root issue which was the sewer line that then caused problems to our internal stack pipes and us being approved for the whole thing.

Lastly, could you confirm if I was speaking to you through BBB or was it Erica Falconer? During our call, you mentioned that you wrote those responses so I wasn't sure who I should be addressing my responses to.

Thanks,
Cliff

[Quoted text hidden]

Cortez Hamilton <Cortez.Hamilton@amwater.com>

Wed, Feb 1, 2023 at 3:54 PM

To: Cliff Mason <cliftonmason21@gmail.com>

Cc: Florence Mason <sarahsmile1930@gmail.com>, HOS-Customer Advocacy
<HOS.CustomerAdvocacy@amwater.com>

All your question about what your sewer line is and what is covered is located in your terms and available for you to read if you so choose to do so. What you are approved for and not is also described in your turns and was explained to you in the email you are replying to.

[Quoted text hidden]

[Quoted text hidden]

Cliff Mason <cliftonmason21@gmail.com>

Wed, Feb 1, 2023 at 4:06 PM

To: Cortez Hamilton <Cortez.Hamilton@amwater.com>

Cc: Florence Mason <sarahsmile1930@gmail.com>, HOS-Customer Advocacy
<HOS.CustomerAdvocacy@amwater.com>

Hi Cortez,

Yes, I have reviewed it, and it was approved multiple times already. You're providing the terms and conditions, do you have access to our actual policy agreement? Reading the terms, we're still covered.

Do you have a list that shows everything we're actually covered for? A document that lists each coverage our home is opted into and what's covered?

So I asked you, since you stated it isn't covered, if it wasn't covered why would it have ever been approved in the first place?

I had some additional questions in that last email as well that I feel would benefit us all to be answered.

Often customers may ask for additional context and explanations to terms and conditions, is that something you're not able to supply?

I'm hopeful that isn't too much of a task, just looking to resolve our issues here.

Thanks,
Cliff

[Quoted text hidden]

Cortez Hamilton <Cortez.Hamilton@amwater.com>

Wed, Feb 1, 2023 at 4:14 PM

To: Cliff Mason <cliftonmason21@gmail.com>
 Cc: Florence Mason <sarahsmile1930@gmail.com>, HOS-Customer Advocacy
 <HOS.CustomerAdvocacy@amwater.com>

Sir everything you are and aren't covered for is included in your terms. What you are approved for is as follows per terms that were provided..... per your terms Item #6. **What Repairs Are Covered?** Subject to the terms and conditions of this Agreement, AWR will pay to repair a leaking, broken, clogged or blocked Sewer Line if it: (1) occurred on or after the Effective Date; and (2) resulted from normal wear and usage. This is what you were informed of was approved. Your issue again is your stack pipe is damaged and needs to be replaced. Once this stack has been replaced and proof of repair provided to AWR. A contractor can then be dispatched to your home and if there is a repair needed on your sewer line for the above reason it will be provided to you up to the coverage of your protection program. Again, all question can be answered in terms. All things covered are under the item # of listed coverages as such all things not covered are under the item number that describes none covered issues.

[Quoted text hidden]

[Quoted text hidden]

Cortez Hamilton <Cortez.Hamilton@amwater.com>
 To: Cliff Mason <cliftonmason21@gmail.com>
 Cc: Florence Mason <sarahsmile1930@gmail.com>, HOS-Customer Advocacy
 <HOS.CustomerAdvocacy@amwater.com>

Wed, Feb 1, 2023 at 4:19 PM

If you have any questions about your terms that you can not find in the written terms you can call me at by provided number and I will discuss them with you. Any additional policies you are enrolled in can be located by you at awrusa.com along with all terms of those policies explaining in written form all things covered and denied per your policy.

[Quoted text hidden]

[Quoted text hidden]

Cliff Mason <cliftonmason21@gmail.com>
 To: Cortez Hamilton <Cortez.Hamilton@amwater.com>
 Cc: Florence Mason <sarahsmile1930@gmail.com>, HOS-Customer Advocacy
 <HOS.CustomerAdvocacy@amwater.com>

Wed, Feb 1, 2023 at 4:29 PM

Hi Cortez,

Yes, since we were already approved for everything, why are you denying repairs under what we have been covered for?

All things can't be answered since I'm having a little difficulty getting answers to all my questions that I'm asking from you which is okay.

I'd like to help you help me, as I often hear that customers are right most of the time.

We seem to be getting off on the wrong foot, I prefer communication through email that way we can always have something to reference back to.

Are we able to ask for the documents that you were sent from the contractors regarding the issues in our home? We can review them and work together for a resolution.

I believe, we can figure this all out, we can possibly get in touch with the representatives who have approved us already for more context.

Thanks,
 Cliff

[Quoted text hidden]

Cortez Hamilton <Cortez.Hamilton@amwater.com>

Wed, Feb 1, 2023 at 4:36 PM

To: Cliff Mason <cliftonmason21@gmail.com>

Cc: Florence Mason <sarahsmile1930@gmail.com>, HOS-Customer Advocacy
<HOS.CustomerAdvocacy@amwater.com>

If you have any additional question, please call 618-433-2374. I am ceasing discussion via email as all things have been explained via terms and discussion via email. If you are still not understanding than the best action would be a conversation over the phone in which all questions can be answered. Have a good night.

[Quoted text hidden]

[Quoted text hidden]

Cliff Mason <cliftonmason21@gmail.com>

Wed, Feb 1, 2023 at 8:36 PM

To: Cortez Hamilton <Cortez.Hamilton@amwater.com>

Cc: Florence Mason <sarahsmile1930@gmail.com>, HOS-Customer Advocacy
<HOS.CustomerAdvocacy@amwater.com>

Hi Cortez,

Good thing customers are allowed to let companies know their preferred way of communication to avoid uncomfortability.

Unfortunately, I've informed you already that email is my preferred communication well over a month ago, and like many other things, you seem to ignore it.

There's nothing more to say from my end, I do wish there was someone more helpful as we move forward with this process, which we've already requested but it seems other team members are unavailable.

Lastly, AWR is actually obligated to provide me with the DEC page, since we are a customer, we have every right for it to be provided to us or given instructions on how we can access it ourselves.

You have a better night Cortez,

Thanks,

Cliff

[Quoted text hidden]

Cliff Mason <cliftonmason21@gmail.com>

Fri, Feb 3, 2023 at 11:16 AM

To: Cortez Hamilton <Cortez.Hamilton@amwater.com>

Cc: Florence Mason <sarahsmile1930@gmail.com>, HOS-Customer Advocacy
<HOS.CustomerAdvocacy@amwater.com>

Hi Cortez,

Just following up on my request from the other day. I'm requesting access to our Dec page. Is that something you can supply or is this something that is accessible on the website? If so, I'd like instructions on how to access it.

Thanks,

Cliff

[Quoted text hidden]

Cortez Hamilton <Cortez.Hamilton@amwater.com>

Fri, Feb 3, 2023 at 11:30 AM

To: Cliff Mason <cliftonmason21@gmail.com>

Cc: Florence Mason <sarahsmile1930@gmail.com>, HOS-Customer Advocacy
<HOS.CustomerAdvocacy@amwater.com>

Gmail - Sewer Line Protection Terms

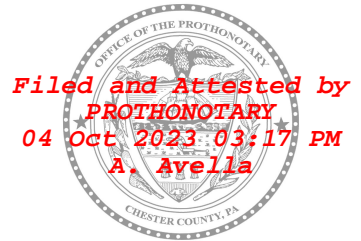
<https://mail.google.com/mail/u/1/?ik=c9f1692eb6&view=pt&search...>

Good morning not understanding the request my apologies. What is Dec Page ?

[Quoted text hidden]

[Quoted text hidden]

STRADLEY RONON STEVENS & YOUNG, LLP
Michelle H. Badolato (PA Attorney ID No. 207727)
457 Haddonfield Road, Suite 100
Cherry Hill, NJ 08002
P: (856) 321-2401
F: (856) 321-2415
mbadolato@stradley.com
Attorneys for Defendant, American Water Resources, LLC



CLIFTON MASON, SHERRIAH MASON and
FLORENCE MASON,

Plaintiffs,

v.

AMERICAN WATER RESOURCES, LLC,

Defendant.

COURT OF COMMON PLEAS
CHESTER COUNTY

CIVIL DIVISION

No. 2023-06619-CT

PRAECIPE FOR ENTRY OF APPEARANCE

TO THE PROTHONOTARY:

Kindly enter the appearance of Michelle H. Badolato, Esquire, of Stradley Ronon Stevens & Young, LLP, as counsel for Defendant, American Water Resources, LLC, in the above-captioned matter.

/s/ Michelle H. Badolato

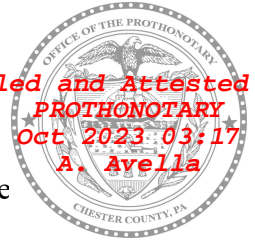
Michelle H. Badolato, Esquire
STRADLEY RONON STEVENS & YOUNG, LLP
457 Haddonfield Road, Suite 100
Cherry Hill, NJ 08002
T: (856) 321-2401
F: (856) 321-2415
mbadolato@stradley.com
Attorneys for Defendant, American Water Resources, LLC

Dated: October 4, 2023

2023-06619-CT

CERTIFICATE OF SERVICE

Filed and Attested by
PROTHONOTARY
04 Oct 2023 03:17 PM
A. Avella



I, Michelle H. Badolato, hereby certify that on October 4, 2023, I caused a true correct copy of the Praeipie for Entry of Appearance to be filed electronically with the Court's electronic filing system, and also to be served via United States First-Class Mail on the following:

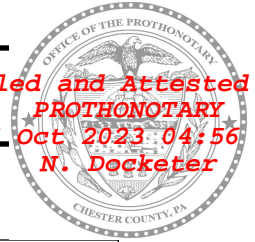
Michael G. Louis, Esq.
Felix S. Yelin, Esq.
MacELREE HARVEY, LTD.
17 W. Miner Street
P.O. Box 660
West Chester, PA 19381-0660
Attorneys for Plaintiffs

/s/ Michelle H. Badolato

Michelle H. Badolato

Return Of NEF

Filed and Attested by
PROTHONOTARY
05 Oct 2023 04:56 PM
N. Docketer



Recipients

FELIX YELIN - Notification received on 2023-10-05 16:56:24.691.

JEFFREY SOMMER - Notification received on 2023-10-05 16:56:24.628.

MICHELLE - Notification received on 2023-10-05 16:56:24.595.
BADOLATO

******* IMPORTANT NOTICE - READ THIS INFORMATION *******
NOTICE OF ELECTRONIC FILING [NEF]

-

A filing has been submitted to the court RE:

Judge: JEFFREY R. SOMMER

Official File Stamp: 10-04-2023:03:17:45 PM

Court: Chester County Prothonotary's Office

Civil

Chester County

Case Title: MASON, CLIFTON et al VS. AMERICAN WATER RESOURCES LLC

Case Number: 2023-06619-CT

Document(s) Submitted: ENTRY OF APPEARANCE BY
CERTIFICATE OF SERVICE OF

Filed in behalf of: AMERICAN WATER RESOURCES LLC

You may review this filing through the Electronic Filing interface located on the Internet at <https://efiling.chesco.org> or click on the following link to take you to your cases.

This notice was automatically generated by the courts auto-notification system.

-

The following people were notified electronically:

MICHELLE H BADOLATO for AMERICAN WATER RESOURCES LLC

FELIX YELIN for CLIFTON MASON, SHERRIAH MASON, FLORENCE MASON

Refer to the contents of the document(s) filed for information on how these participants were notified:

2023-06619-CT